

U. S. DEPARTMENT OF AGRICULTURE,
OFFICE OF THE SECRETARY.

LEASE.

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE.

1. Christian names should appear in the body of the lease, initials of Christian names not being sufficient. Signatures should be in ink and conform thereto.

2. Where the contracting party is a partnership, the firm name and the names of the individuals composing the firm should be stated in the body of the lease, and the lease should be signed in the firm name or by a partner, and signed and sealed with seals of wax or wafer. Where the contracting party is a corporation, the lease must be signed in the corporate name by some duly authorized officer; the corporate seal must be affixed to the lease. If the corporation have no seal, that fact should be stated.

3. The signature of each individual (including corporate officials) and firm must be witnessed by two persons.

4. The papers should be made in triplicate and each should be the exact counterpart of the others, so that any one of them may be used as an original.

5. Before execution all dates should be written in and all blank spaces ruled out with ink.

United States Department of Agriculture,

OFFICE OF THE SECRETARY.

LEASE.

THIS INDENTURE, made this * *(June) 29th* day of *June* in the year one thousand nine hundred and *e i g h t*, by and between JOHN A. JOHNSON, GOVERNOR OF THE STATE OF MINNESOTA, for and on behalf of the State of Minnesota,

party of the first part, and THE UNITED STATES OF AMERICA, by the Secretary of Agriculture, of the said United States, party of the second part,

WITNESSETH, That the party of the first part, for and in consideration of the rents and covenants hereinafter reserved and contained, to be paid, kept, and performed by the party of the second part, hath granted, demised, and leased unto the party of the second part, and by these presents doth grant, demise, and lease unto the party of the second part, six rooms on the first floor of Old Capitol Building, St. Paul, Minnesota,

together with all the appurtenances, rights, easements, and fixtures thereunto belonging, TO HAVE AND TO HOLD the same for exclusive occupancy by the United States, to be used as a food inspection laboratory by the Bureau of Chemistry of the Department of Agriculture of the said United States, from the *f i r s t* day of *J u l y*, one thousand nine hundred and *e i g h t* to the *t h i r t i e t h* day of *J u n e*, one thousand nine hundred and *n i n e*, and subject to renewal thereafter from year to year, not extending, however, beyond the thirtieth day of June, one thousand nine hundred and at the option of the United States Department of Agriculture, which option must be expressed in writing by the Secretary of Agriculture, or by his successor, or duly authorized agent, on or before the date upon which ~~this lease would otherwise expire.~~

The party of the first part do es also hereby covenant and agree

to maintain the said premises in a tenantable condition during the continuance of this lease; and to warrant and defend the United States, and

* Insert date the lease is signed by the party or parties of the first part.

its officers and agents, in the quiet, undisturbed, and peaceable possession and enjoyment of the said premises during the said term, without molestation or interruption, suit, or eviction.

It is hereby further agreed that all rights, powers, privileges, and authority concerning the said premises that shall be necessary or convenient to the proper and efficient use and occupancy thereof, as herein set forth, are hereby granted and conferred upon the said Secretary of Agriculture and his successors and authorized agents, including the right and power to make alterations, to attach fixtures, and to erect additions or structures, whenever such alterations, fixtures, additions, or structures shall be requisite to the efficient use of the said premises for the purposes herein named; Provided, however, That if the said Department shall make any alterations or changes impairing the value of the said premises, the party of the second part shall, before quitting and delivering up the same, restore the premises to the condition existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear, and damages by the elements of nature or by circumstances over which the party of the second part has no control, excepted.

It is mutually understood and agreed that all additions, fixtures, and structures placed in or upon, or attached to the said premises during the continuance of this lease by the Department of Agriculture, shall remain the property of the United States, and shall not be removed therefrom by the party of the first part, or his agents, within a period of thirty days next following the relinquishment and vacation of the said premises by the party of the second part.

IN CONSIDERATION OF the occupancy and use of the premises hereinbefore described and of the covenants and agreements herein made by the party of the first part, the party of the second part does hereby promise, covenant, and agree to pay to the party of the first part, or to his heirs, executors, administrators, successors, or assigns, out of the moneys appropriated by Congress for "Laboratory, Department of Agriculture, 1909" rent at the rate of ONE dollar (\$1.00) per annum for such time as the said premises shall be held, occupied, or used by the said Department of Agriculture, or its agents, under this lease, such payments to be made annually as soon after the close of each year as it shall be practicable to audit properly the bills at the Department of Agriculture, by a check, or checks, drawn to the order of the party of the first part on the Treasurer or an Assistant Treasurer of the United States.

And it is mutually understood and agreed that whenever the said premises or building, or any part thereof, shall be destroyed by fire or other casualty, or shall, in the judgment of the Secretary of Agriculture, become unfit for use for the purposes hereinbefore referred to, this lease may be terminated at the option of the Secretary of Agriculture by one day's notice in writing to the party of the first part, or his heirs, executors, administrators, successors, or assigns, declaring such termination, and no rent shall be payable or claimable

after such destruction or termination, or during the period of such unfitness for use, nor until the same be put in a satisfactory condition, by the party of the first part, for occupation and use for the purposes for which it is leased; and it is further agreed that this lease may be terminated whenever, in the discretion of the Secretary of Agriculture, the interests of the Department of Agriculture require it, upon giving three months' notice thereof to the party of the first part. And the party of the second part further covenants and agrees, at the expiration of the said term of this lease or any renewal hereunder, to peaceably and quietly yield up and surrender the possession of the premises to the party of the first part, his heirs, executors, administrators, successors, or assigns.

It is further stipulated and agreed that no member of or delegate to Congress shall be admitted to any share or part in this contract or agreement, or to any benefit to arise therefrom.

IN WITNESS WHEREOF the hand and seal of the party of the first part, on the date first hereinbefore written, and the seal of the Department of Agriculture and the signature of the *Acting* Secretary of Agriculture are hereunto affixed this the *27* day of *June*, 1908.*

H. O. Griener
J. H. Young
§Witnesses to the signature of
the party of the first part.

John Johnson (L.S.)
Part of the first part.

THE UNITED STATES OF AMERICA,

By

R. M. Reese
Witness to the signature of
the Secretary of Agriculture.

William L. Moore
Acting Secretary of Agriculture,
Party of the second part.

(This space is for the seal of the
Department of Agriculture.)

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*This date will be supplied by the Department of Agriculture.
†Party or parties of the first part should sign here.
§Two witnesses are required.

FORM OF ACKNOWLEDGMENT FOR CORPORATIONS.

State of)
County of) ss:

Personally appeared before me, a Notary Public in and for the
County of , State of

and
who are known to me to be the of the and

and to be the same persons who
executed the foregoing lease, who depose and say that they know the seal*

of the said corporation, that the seal* affixed to the above instru-
ment is the seal* of the said corporation, and that it was affixed, and
that they signed their names thereto, by authority of the said corpora-
tion, for the purposes set forth, and as their own free and voluntary
act.

Done at , in the County of
of , 190 . , this day

Notary Public.

My commission expires , 19 .

(Notarial seal.)

*If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be inserted: "and that the said corporation has no corporate seal."

FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS.

State of *Minnesota*)
County of *Ramsey*) ss:

Personally appeared before me, a Notary Public in and for the
County of *Ramsey*, *John A. Johnson*
who *is* known to me to be the same person who executed the foregoing
lease, and who acknowledged that *he* signed, sealed, and delivered the
same as *his* free and voluntary act for the uses and purposes therein set
forth.

Done at *St Paul*, in the County of
Ramsey, this *27th* day
of *June*, 1908.

Jadie H. Young
Notary Public.

My commission expires *Feb 9*, 1912.

(Notarial seal.)